

RECORDATION NO.

8838-9

FILED 1425

ITEL

August 8, 1986

AUG 18 1986 - 10 10 AM

INTERSTATE COMMERCE COMMISSION **Ite Rail Corporation**

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

Honorable Noreta R. McGee, Secretary
Interstate Commerce Commission
Washington, DC 20423

\$10.00 filing fee

Re: Amendment F to the April 29, 1977 Lease Between SSI Rail Corporation and The Corinth and Counce Railroad Company

Dear Ms. McGee:

On behalf of Ite Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Amendment under the Lease Agreement dated April 29, 1977 between SSI Rail Corporation and The Corinth and Counce Railroad Company, which was filed with the ICC on May 27, 1977 and given Recordation No. 8838.

The names and addresses of the parties to the aforementioned Amendment are listed below:

Ite Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

6-230A024

The Corinth and Counce Railroad Company
P.O. Box 128
Highway 57
Counce, Tennessee 38326

AUG 18 1986

Fee \$

ICC Washington, D. C.

This Amendment adds one hundred and three (103) 50'6", 70-ton, Plate C, XM boxcars to the Lease bearing reporting marks CCR 6700-6799 and CCR 6803-6805, as per Equipment Schedule No. 7.A., which replaces Equipment Schedule No. 7. It also effects replacement of Schedules No. 3.A. and No. 5 with Schedules No. 3.B. and No. 5.A., respectively, and addition of a new Subsection 6.J. to the Agreement.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

Josie Villaflores
Josie Villaflores
Legal Assistant

JV:ps
Enclosure

cc: Robert S. Clark
J. Michael Kelly

100 OFFICE OF
THE SECRETARY
AUG 18 10 10 AM '86
MOTOR OPERATING UNIT

Thank this one will be 8838-9
Best please
W. J. H. / H. J. H.
Counterpart - Josie Villaflores

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Josie Villaflores
ITEL Rail Corporation
55 Francisco Street
San Francisco, CA. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-18-86 at 10:10AM. , and assigned re-recording number(s). 8838-Q.

Sincerely yours,

Noreta R. McGee

Enclosure(s)

SE-30
(7/79)

8 938-9
ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF August 7, 1986

07/10/86

RECORDATION NO.

8838-9
Filed 1425

AUG 18 1986 -10 10 AM

INTERSTATE COMMERCE COMMISSION

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED CCR 6700-6799,
AMENDMENT F 6803-
6805

AMENDMENT F (the "Amendment") to that certain Lease Agreement, as amended, (the "Agreement") dated as of April 29, 1977 between SSI RAIL CORP. and THE CORINTH AND COUNCE RAILROAD COMPANY ("Lessee") is made this 7th day of August, 1986, by and between ITEL RAIL CORPORATION, as successor in interest to SSI RAIL CORP. ("Lessor"), and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which seven hundred (700) boxcars bearing the reporting marks CCR 6000-6179, CCR 6181-6331, CCR 6333-6342, CCR 6344-6699 and CCR 6800-6802 (the "Boxcars") have been leased and delivered to Lessee by Lessor.
- B. The Boxcars bearing reporting marks CCR 6327, CCR 6518 and CCR 6559 were destroyed on March 19, 1985, October 8, 1985 and May 1, 1985, respectively.
- C. Lessor and Lessee have decided to add one hundred (100) boxcars bearing the reporting marks CCR 6700-6799 and three (3) boxcars bearing the reporting marks CCR 6803-6805 to the Agreement.
- D. Lessor and Lessee agree to amend the terms as set forth in Amendment D that apply to the Boxcars bearing the reporting marks CCR 6700-6749.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Equipment Schedule No. 7 attached to the Agreement is replaced by Equipment Schedule No. 7.A. attached hereto. All references to Equipment Schedule No. 6 and 7 in Amendment D dated May 4, 1984 to the Agreement are deemed to refer to Equipment Schedules No. 6 and No. 7.A.
- 3. Lessor shall use its best efforts to commence Delivery of the Boxcars on Equipment Schedule No. 7.A. within thirty (30) days after the final execution of this Amendment ("Execution") but shall in any event commence Delivery within sixty (60) days after such Execution.
- 4. Equipment Schedules No. 3.A. and No. 5 attached to the Agreement are hereby deleted in their entirety and replaced by Equipment Schedules No. 3.B. and No. 5.A. attached hereto.

5. With respect to the Boxcars on Equipment Schedule No. 7.A. only, the words "on August 31, 1994 ('Initial Term')." in Subsection 2.A. of the Agreement, as amended, are replaced by the words "on August 11, 1992 ('Initial Term')."
6. With respect to the Boxcars set forth on Equipment Schedule No. 7.A. only, the parties hereby waive the provision that the addition of such Boxcars is not likely to reduce utilization of all Boxcars on lease to Lessee to less than 87.5 per cent in any calendar quarter as set forth in Subsection 3.C. of the Agreement.
7. The words "referenced on Equipment No. 5, No. 6, and No. 7" in Subsection 3.D. of the Agreement, as amended, are replaced by the words "set forth on Equipment Schedules No. 5.A., No. 6 and No. 7.A."
8. With respect to the Boxcars set forth on Equipment Schedule No. 7.A. only, Subsection 3.E., as amended, is replaced by the following:

"E. Upon Delivery, each Boxcar shall be repainted at Lessor's expense and to Lessee's satisfaction regarding paint, color and logo."
9. With respect to the Boxcars set forth on Equipment Schedule No. 7.A. only, Subsection 6.A.(iii), as amended, is replaced by the following:

"(iii) The 'Base Rental' shall be defined as a sum equal to the Revenues which such Boxcars would have earned in the aggregate at a Utilization Rate of sixty-nine percent (69%), and if the Boxcars in the aggregate had traveled an average of eighty-five (85) miles per Boxcar per day."
10. The parties recognize that the terms of Subsection 6.F. in Amendment A executed on May 9, 1977 to the Agreement and Subsection 6.H. in Amendment C dated March 15, 1982 to the Agreement shall not include the Boxcars bearing the reporting marks CCR 6700-6799.
11. With respect to the Boxcars set forth on Equipment Schedule No. 7.A. only, a new Subsection 6.I. is added to the Agreement as follows:


"I. If at any time during the Initial Term or any Extended Term, the ICC abandons or lowers the per diem or mileage rates in effect upon the full execution of Amendment F ("Current Car Hire Rates"), Lessor and Lessee agree to negotiate a new agreement with respect to the Boxcars set forth on Equipment Schedule No. 7.A., provided, however, that if a new agreement cannot be mutually agreed upon, Lessor may, at its option and upon not less than thirty (30) days' prior written notice to Lessee, terminate the Agreement with respect to any or all such Boxcars."
12. A new Subsection 6.J. is added to the agreement as follows:

"J. If any Boxcars bearing reporting marks from within the series CCR 6700-6799 and CCR 6803-6805 are terminated from


the Agreement pursuant to Subsection 6.E., as amended, during the first twelve (12) months that such Boxcar(s) are subject to the Agreement, then for each calendar quarter commencing as of the calendar quarter that such Boxcar(s) are terminated and until the entire cost of the Initial Repaint (as defined below) is recovered by Lessor, Lessor shall be entitled to retain a portion of Lessee's revenue sharing for the remaining Boxcars equal to twenty percent (20%) per calendar quarter of the amount Lessor paid to repaint such terminated Boxcar(s) at the beginning of the Agreement ('Initial Repaint'). In such event, Lessor shall supply Lessee with documentation to verify the Initial Repaint cost. In the event that Lessee's revenue sharing for any applicable calendar quarter is less than twenty percent (20%) of the cost of the Initial Repaint, Lessor shall invoice Lessee for any outstanding amount and Lessee shall pay such outstanding amount within twenty (20) days after receiving such invoice."

13. Except as expressly modified by this Agreement, all terms and provisions of the Agreement shall remain in full force and effect.
14. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

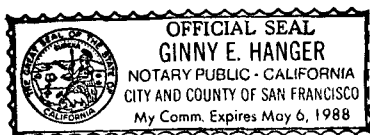
By: 
Title: President
Date: 8-7-86

THE CORINTH AND COUNCE RAILROAD
COMPANY

By: 
Title: President / Atty
Date: 8-1-86

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 7th day of August, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of IteI Rail Corporation, that the foregoing Amendment F was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

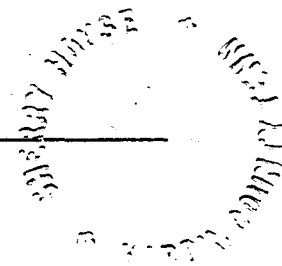


Ginny E. Hanger
Notary Public

STATE OF Tennessee)
) ss:
COUNTY OF Hardin)

On this 1st day of August, 1986, before me personally appeared E. W. Rice, Jr., to me personally known, who being by me duly sworn says that such person is President & General Manager of The Corinth and Counce Railroad Company, that the foregoing Amendment F was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sherry House
Notary Public



EQUIPMENT SCHEDULE NO. 3.B.

Itel Rail Corporation hereby leases the following Boxcars to The Corinth and Counce Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of April 29, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	Box, Steel	CCR 6200-6326, 6328-6331, 6333-6342, 6344-6399,	50'6"	9'6"	11'2"	10'	197
XM	Box, Steel	6801-6802	50'6"	9'6"	11'1"	10'	2

ITEL RAIL CORPORATION

By: AD Hayes

Title: President

Date: 8-7-86

THE CORINTH AND COUNCE RAILROAD COMPANY

By: [Signature]

Title: President

Date: 8-1-86

EQUIPMENT SCHEDULE NO. 5.A.

Itel Rail Corporation hereby leases the following Boxcars to The Corinth and Counce Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of April 29, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	General Purpose	CCR 6500-6517, 6519-6558, 6560-6649	50'6"	9'6"	11'1"	10'	148

Equipment to be delivered shall not exceed the \$35,001 - \$36,000 UMLER value.

ITEL RAIL CORPORATION

By: *J. H. Hayes*

Title: President

Date: 8-7-86

THE CORINTH AND COUNCE RAILROAD COMPANY

By: *[Signature]*

Title: President / Br

Date: 8-1-86

EQUIPMENT SCHEDULE NO. 7.A.

Itel Rail Corporation hereby leases the following Boxcars to The Corinth and Counce Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of April 29, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	General Purpose 70-Ton Boxcars	CCR 6700- 6799	50'6"	9'6"	11'1"	10'	100
XM	General Purpose 70-Ton Boxcars	CCR 6803- 6805	50'6"	9'6"	11'1"	10'	3

Equipment to be delivered shall not exceed the \$35,001 - \$36,000 UMLER value.

ITEL RAIL CORPORATION

By: DP Hayes

Title: President

Date: 8-7-86

THE CORINTH AND COUNCE RAILROAD COMPANY

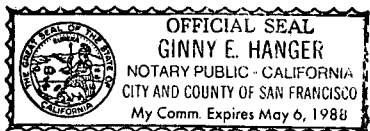
By: [Signature]

Title: President / Pres

Date: 8-1-86

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 7th day of August, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedules No. 3.B., No. 5.A. and No. 7.A. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E Hanger
Notary Public

STATE OF Tennessee)
) ss:
COUNTY OF Hardin)

On this 1st day of August, 1986, before me personally appeared E. W. Rice, Jr., to me personally known, who being by me duly sworn says that such person is President & General Manager of The Corinth and Counce Railroad Company, that the foregoing Equipment Schedules No. 3.B., No. 5.A. and No. 7.A. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sherry House
Notary Public

